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7 **UNITED STATES DISTRICT COURT**  
8 **WESTERN DISTRICT OF WASHINGTON**  
9 **AT SEATTLE**

10 SECURITIES AND EXCHANGE COMMISSION,

Case No.

11 Plaintiff,

12 v.

**CONSENT OF DEFENDANT CHRIS YOO  
TO ENTRY OF FINAL JUDGMENT**

13 SUMMIT ASSET STRATEGIES INVESTMENT  
14 MANAGEMENT, LLC, SUMMIT ASSET  
15 STRATEGIES WEALTH MANAGEMENT, LLC,  
and CHRIS YOO,

Defendants.

16 1. Defendant Chris Yoo ("Defendant") waives service of a summons and the  
17 complaint in this action, enters a general appearance, and admits the Court's jurisdiction over  
18 Defendant and over the subject matter of this action.

19 2. Without admitting or denying the allegations of the complaint (except as provided  
20 herein in paragraph 11 and except as to personal and subject matter jurisdiction, which  
21 Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form  
22 attached hereto (the "Final Judgment") and incorporated by reference herein, which, among  
23 other things:

24 (a) permanently restrains and enjoins Defendant from violation of Section  
25 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §77q(a)], Section 10(b) of the  
26 Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §78j(b)] and Rule 10b-5 [17  
27 C.F.R. §240.10b-5] thereunder, Sections 206(1), 206(2), 206(4), and 207 of the Investment  
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1 Advisers Act of 1940 ("Advisers Act") [15 U.S.C. §80b-6(1), §80b-6(2), §80b-6(4), and §80b-7]  
 2 and Rule 206-4(8) [17 C.F.R. §275.206(4)-8] thereunder.

3 (b) orders Defendant to pay, on a joint and several liability basis with  
 4 Defendant Summit Asset Strategies Investment Management, LLC ("Investment Management"),  
 5 disgorgement in the amount of \$889,301, plus prejudgment interest thereon in the amount of  
 6 \$104,632; and

7 (c) orders Defendant to pay, on a joint and several liability basis with  
 8 Defendant Investment Management, a civil penalty in the amount of \$150,000 under Section  
 9 21(d)(2)(C) of the Securities Act, Section 21(d)(3)(B)(iii) of the Exchange Act, and Section  
 10 209(e) of the Advisers Act.

11 3. Defendant agrees that he shall not seek or accept, directly or indirectly,  
 12 reimbursement or indemnification from any source, including but not limited to payment made  
 13 pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays  
 14 pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof  
 15 are added to a distribution fund or otherwise used for the benefit of investors. Defendant further  
 16 agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any  
 17 federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final  
 18 Judgment, regardless of whether such penalty amounts or any part thereof are added to a  
 19 distribution fund or otherwise used for the benefit of investors.

20 4. Defendant waives the entry of findings of fact and conclusions of law pursuant to  
 21 Rule 52 of the Federal Rules of Civil Procedure.

22 5. Defendant waives the right, if any, to a jury trial and to appeal from the entry of  
 23 the Final Judgment.

24 6. Defendant enters into this Consent voluntarily and represents that no threats,  
 25 offers, promises, or inducements of any kind have been made by the Commission or any  
 26 member, officer, employee, agent, or representative of the Commission to induce Defendant to  
 27 enter into this Consent.  
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1           7. Defendant agrees that this Consent shall be incorporated into the Final Judgment  
2 with the same force and effect as if fully set forth therein.

3           8. Defendant will not oppose the enforcement of the Final Judgment on the ground,  
4 if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and  
5 hereby waives any objection based thereon.

6           9. Defendant waives service of the Final Judgment and agrees that entry of the Final  
7 Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant  
8 of its terms and conditions. Defendant further agrees to provide counsel for the Commission,  
9 within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit  
10 or declaration stating that Defendant has received and read a copy of the Final Judgment.

11           10. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted  
12 against Defendant in this civil proceeding. Defendant acknowledges that no promise or  
13 representation has been made by the Commission or any member, officer, employee, agent, or  
14 representative of the Commission with regard to any criminal liability that may have arisen or  
15 may arise from the facts underlying this action or immunity from any such criminal liability.  
16 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,  
17 including the imposition of any remedy or civil penalty herein. Defendant further acknowledges  
18 that the Court's entry of a permanent injunction may have collateral consequences under federal  
19 or state law and the rules and regulations of self-regulatory organizations, licensing boards, and  
20 other regulatory organizations. Such collateral consequences include, but are not limited to, a  
21 statutory disqualification with respect to membership or participation in, or association with a  
22 member of, a self-regulatory organization. This statutory disqualification has consequences that  
23 are separate from any sanction imposed in an administrative proceeding. In addition, in any  
24 disciplinary proceeding before the Commission based on the entry of the injunction in this  
25 action, Defendant understands that he shall not be permitted to contest the factual allegations of  
26 the complaint in this action.

27           11. Defendant understands and agrees to comply with the terms of 17 C.F.R.  
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§ 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations, without also stating that Defendant does not deny the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

12. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,

1 expenses, or costs expended by Defendant to defend against this action. For these purposes,  
2 Defendant agrees that Defendant is not the prevailing party in this action since the parties have  
3 reached a good faith settlement.

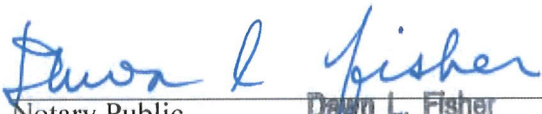
4 13. Defendant agrees that the Commission may present the Final Judgment to the  
5 Court for signature and entry without further notice.

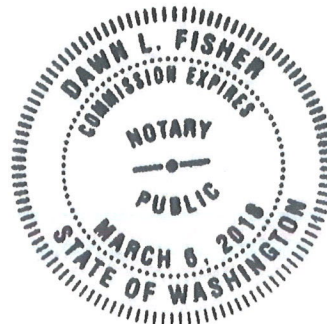
6 14. Defendant agrees that this Court shall retain jurisdiction over this matter for the  
7 purpose of enforcing the terms of the Final Judgment.

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9 Dated: 6-19-2015


  
DEFENDANT CHRIS YOO

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13 On 6/19, 2015, Chris Yoo, a person known to me,  
14 personally appeared before me and acknowledged executing the foregoing Consent.

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16   
17 Notary Public Dawn L. Fisher  
18 Commission expires: 3/6/18



19  
20 Approved as to form:

21   
22  
23 Roger D. Mellem, WSBA No. 14917  
24 Ryan Swanson & Cleveland, PLLC  
COUNSEL FOR DEFENDANT CHRIS YOO

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26 Seattle, WA 98101  
27 Telephone: (206) 654-2234  
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